Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number: /

Filing at a Glance

Company: American United Life Insurance Company

Product Name: VolDis Quick Hits SERFF Tr Num: AULD-126920674 State: Arkansas TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved State Tr Num: 49801

Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: VOLDIS QUICK HITS State Status: Approved-Closed

Long Term

Filing Type: Form Reviewer(s): Donna Lambert

Authors: Angie Neville, Cathy Disposition Date: 10/27/2011

Strong

Date Submitted: 09/15/2011 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date: 11/28/2011

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 11/19/2010

Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer Overall Rate Impact:

Filing Status Changed: 10/27/2011 State Status Changed: 10/27/2011

Created By: Angie Neville

Corresponding Filing Tracking Number:

Filing Description: September 15, 2011 Deemer Date:

Submitted By: Angie Neville

Jay Bradford, Commissioner Department of Insurance State of Arkansas 1200 West Third Street Little Rock, AR 72201-1904

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number:

Re:American United Life Insurance Company - NAIC #60895 Group Voluntary Disability Income Insurance Enhancement Filing for Certificate Forms GC 3200B(T)(04) & GC 3200BNN(T)(04) (Form List Attached)

Dear Commissioner Bradford:

Attached for approval are new pages in final printed form to be used with the above referenced Voluntary Disability contract, originally approved for use in Arkansas on 05/02/1994, with the last major enhancement filing approved 02/10/2006. The enclosed forms were approved in our domiciliary state, Indiana, on 11/19/2010.

This contract provides voluntary disability income protection to employees should they become disabled. The product has been designed so that the employer may elect various plan designs of short and/or long term coverage to be offered on a voluntary basis to their employees. Employees pay the premium through payroll deduction. The policy is issued to Fifth Third Bank, Indiana, in Indianapolis, Indiana, as the Group Trustee and Policyholder of the Voluntary Disability Income product.

This contract will be sold to eligible groups through licensed agents and brokers. The product does not contain any new or unusual items from normal company or industry standards. The enhanced forms will be available for use and marketed following approval.

The enhanced forms include language that:

- adds three additional earnings definitions;
- -adds additional variable offsets of vacation pay, paid time off pay and sick leave pay;
- -clarifies as to when salary changes must be submitted and when the resulting changes in coverage will become effective; and
- -allows for easier administration of the Continuity of Coverage provision in certain instances by adding language to our existing Pre-Existing Exclusion/Limitation provision. This new language does not replace the Pre-Existing Exclusion/Limitation language currently found in our STD contract.

All changes made to the forms have been underlined for ease in identification and review.

Variable language is bracketed and generally indicates optional benefits or provisions. You will note that I have provided you with the variable options within the bracketed areas of the contract, where appropriate. Upon issue, only one variable field will actually print in the certificate. Please note specifically that there are five pages numbered GC 3200.3D. These pages contain the earnings definitions. Each definition is bracketed and, upon issue, only the applicable definition elected by the specific group will actually print in the certificate. If bracketed language is changed, it

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

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will never be less favorable than your state laws allow.

We reserve the right to change the color, font, sequential order and layout of the attached forms.

Please acknowledge the approval of these forms via SERFF.

If you have any further questions, please feel free to call me at 1-877-285-7660, ext. 1943 or e-mail me at productcompliance.corporatecompliance@oneamerica.com. Thank you for your assistance with this filing.

Sincerely,

Catherine S. Strong
Sr. Contract Analyst
Corporate Contracts and Compliance

Company and Contact

Filing Contact Information

Cathy Strong, Sr. Contract Analyst Cathy.Strong@OneAmerica.com

 One American Square
 317-285-1943 [Phone]

 Indianapolis, IN 46206
 317-285-5510 [FAX]

Filing Company Information

American United Life Insurance Company CoCode: 60895 State of Domicile: Indiana

One American Square Group Code: 619 Company Type:
P.O. Box 7127 Group Name: State ID Number:

Indianapolis, IN 46206 FEIN Number: 35-0145825

(877) 285-7660 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$300.00

Retaliatory? No

Fee Explanation:

Per Company: No

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number:

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

American United Life Insurance Company \$300.00 09/15/2011 51643628

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number:

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved Donna Lambert 10/27/2011 10/27/2011

Objection Letters and Response Letters

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Donna 09/29/2011 09/29/2011 Angie Neville 10/27/2011 10/27/2011

Industry Lambert

Response

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number: /

Disposition

Disposition Date: 10/27/2011 Implementation Date: 11/28/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status Public Access	
Supporting Document	Flesch Certification	Approved Yes	
Supporting Document	Application	Approved Yes	
Supporting Document	Forms list	Approved Yes	
Supporting Document	Statement of Variables	Approved Yes	
Supporting Document	Response Letter	Approved Yes	
Form	insert page	Approved Yes	
Form	insert page	Approved Yes	
Form	insert page	Approved Yes	
Form	insert page	Approved Yes	
Form	insert page	Approved Yes	
Form	insert page	Approved Yes	

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/29/2011 Submitted Date 09/29/2011 Respond By Date 10/31/2011

Dear Cathy Strong,

This will acknowledge receipt of the captioned filing.

ACA 23-86-106 defines eligible groups. No product can be marketed to an association, including a labor union, unless the requirements of 23-86-106(2) are met. Each must be filed with and approved by the Department.

Please give us your assurance that no product will be marketed to any association or labor union unless first filed with and approved by the Department.

Objection 1

- insert page, GC 3200.4C/1 (Form)

Comment: ELIGIBLE SURVIVORS - ACA 23-86-108(4) applies to contracts that contain provisions whereby coverage of a dependent in a family group terminates at a specific age. Coverage of an unmarried dependent who is incapable of sustaining employment by reason of mental retardation or physical disability must continue. Please add required language.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number: /

Response Letter

Response Letter Status Submitted to State

Response Letter Date 10/27/2011 Submitted Date 10/27/2011

Dear Donna Lambert,

Comments:

Thank you for your review.

Response 1

Comments: Please see attached letter.

Related Objection 1

Applies To:

insert page, GC 3200.4C/1 (Form)

Comment:

ELIGIBLE SURVIVORS - ACA 23-86-108(4) applies to contracts that contain provisions whereby coverage of a dependent in a family group terminates at a specific age. Coverage of an unmarried dependent who is incapable of sustaining employment by reason of mental retardation or physical disability must continue. Please add required language.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you, Angie Neville

Sincerely,

Angie Neville, Cathy Strong

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number: /

Form Schedule

Lead Form Number: GC 3200

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved 10/27/2011		Certificate insert page Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GC 3200.3C Previous Filing #: SERT-6L6MNY116		Standard Vol Dis Pgs 10- 21-10 _Cert only_ 1.pdf Standard Vol Dis Pgs 10- 21-10 _Cert only_ 2.pdf Standard Vol Dis Pgs 10- 21-10 _Cert only_ 3.pdf Standard Vol Dis Pgs 10- 21-10 _Cert only_ 4.pdf Standard Vol Dis Pgs 10- 21-10 _Cert only_ 4.pdf Standard Vol Dis Pgs 10- 21-10 _Cert only_ 5.pdf
Approved 10/27/2011		Certificate insert page Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GC 3200.4C Previous Filing #: SERT-6L6MNY116		Standard Vol Dis Pgs 10- 21-10 _Cert only_ 6.pdf
Approved 10/27/2011		Certificate insert page Amendmen t, Insert Page, Endorseme	Revised	Replaced Form #: GC 3200.4B/1 Previous Filing #: SERT-6L6MNY116		Standard Vol Dis Pgs 10- 21-10 _Cert only_ 7.pdf

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number:

nt or Rider

Approved GC Certificate insert page Revised Replaced Form #: Standard Vol

10/27/2011 3200.7D Amendmen GC 3200.7C Dis Pgs 10-

t, Insert Previous Filing #: 21-10 _Cert Page, SERT-6L6MNY116 only_ 8.pdf

Endorseme nt or Rider

Approved GC Certificate insert page Revised Replaced Form #: Standard Vol

10/27/2011 3200.11B Amendmen GC 3200.11A Dis Pgs 10-

t, Insert Previous Filing #: 21-10 _Cert Page, SERT-6L6MNY116 only_ 9.pdf

Endorseme nt or Rider

Approved GC Certificate insert page Revised Replaced Form #: Standard Vol

 10/27/2011 3200.28B
 Amendmen
 GC 3200.28A
 Dis Pgs 10

 t, Insert
 Previous Filing #*
 21-10 _Cert

t, Insert Previous Filing #: 21-10 _Cert Page, SERT-6L6MNY116 only_ 10.pdf

Endorseme nt or Rider

[ACTIVE WORK and ACTIVELY AT WORK means the use of time and energy in the services of the Participating Unit at the regular place of employment, or an alternative worksite as approved by the Participating Unit and AUL, by a Person who is physically and mentally capable of performing each of the Material and Substantial duties of his Regular Occupation on a regular full-time basis. If the alternative worksite is located outside of the United States or Canada, the Person will be considered to be Actively At Work unless the Person is outside of the United States or Canada for more than 6 months in any 12-month period.

This includes time off for vacation, jury duty, and funeral leave, where the Person could have been Actively At Work on that day.

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars, before taxes, received from the Participating Unit not to exceed a maximum workweek of [forty (40) hours]. Gross monthly income includes pre-tax contributions to an employer sponsored defined contribution plan and a cafeteria plan, if any. These earnings are based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL before the date of Disability. Earnings do not include income received from commissions, bonuses, or expense accounts.

If the Person is paid his annual gross income in less than 12 months, the Basic Monthly Earnings shall equal 1/12 of the annual gross income.]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars, before taxes, received from the Participating Unit not to exceed a maximum workweek of [forty (40) hours]. Gross monthly income includes pre-tax contributions to an employer sponsored defined contribution plan and a cafeteria plan, if any. These earnings are based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL before the date of Disability. Earnings include income received from commissions, but not bonuses or expense accounts.

Commissions will be averaged for the [12][24][36] months as last reported to AUL in writing by the Participating Unit and approved in writing by AUL before the date of Disability. If the Person is actually employed less than the number of months elected, the commission will be averaged for the total number of months he was employed by the Participating Unit. Any commission payments that continue after Disability begins will not be considered as part of the Basic Monthly Earnings. Commissions do not include arbitrary commissions not directly related to the Person's production.

If the Person is paid his annual gross income in less than 12 months, the Basic Monthly Earnings shall equal 1/12 of the annual gross income.]

2005

[(LAYOFF - RBD)]

[BASIC MONTHLY EARNINGS means a Person's gross monthly income in U.S. dollars, before taxes, received from the Participating Unit not to exceed a maximum workweek of [forty (40)] hours. Gross monthly income includes pre-tax contributions to an employer sponsored defined contribution plan and a cafeteria plan, if any. These earnings are based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL before the date of Disability. Earnings include income received from bonuses, but not commissions or expense accounts.

Bonuses will be averaged for [12][24][36] months as last reported to AUL in writing by the Participating Unit and approved by AUL before the date of Disability. If the Person is actually employed less than the number of months elected, the bonuses will be averaged for the total number of months he was employed by the Participating Unit. Any bonus payments that continue after Disability begins will not be considered as part of the Basic Monthly Earnings.

If the Person is paid his annual gross income in less than 12 months, the Basic Monthly Earnings shall equal 1/12 of the annual gross income.]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars, before taxes, received from the Participating Unit not to exceed a maximum workweek of [forty (40)] hours. Gross monthly income includes pre-tax contributions to an employer sponsored defined contribution plan and a cafeteria plan, if any. These earnings are based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL before the date of Disability. Earnings include income received from commissions and bonuses, but not expense accounts.

Commissions and bonuses will be averaged for the [12][24][36] months as last reported to AUL in writing by the Participating Unit and approved by AUL before the date of Disability. If the Person is actually employed less than the number of months elected, the commissions and bonuses will be averaged for the total number of months he was employed by the Participating Unit. Any commission or bonus payments that continue after Disability begins will not be considered as part of the Basic Monthly Earnings. Commissions do not include arbitrary commissions not directly related to the Person's production.

If the Person is paid his annual gross income in less than 12 months, the Basic Monthly Earnings shall equal 1/12 of the annual gross income.]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars, before taxes, received from the Participating Unit. Gross monthly income is based on the monthly average of the Person's gross income on his last reported Federal IRS W-2 Form shown as wages, tips and other compensation. Gross income is based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL before the date of Disability. Earnings include pre-tax contributions to an employer sponsored defined contribution plan and a cafeteria plan, if any.

If the Person has not worked long enough to receive a Federal IRS W-2 Form from the Participating Unit, gross monthly income will be the monthly average of the last amount of gross income reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL.]

2005

[(FLMA BENEFIT - RBR)] [(LAYOFF - RBD)]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars, before taxes received from the Participating Unit. Gross monthly income is based on the monthly average of the Person's gross income on his last reported Federal IRS W-2 Form shown as wages, tips, and other compensation. Gross income is based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL before the date of Disability. Earnings do not include pre-tax contributions to an employer sponsored defined contribution plan or a cafeteria plan.

If the Person has not worked long enough to receive a Federal IRS W-2 Form from the Participating Unit, gross monthly income will be the monthly average of the last amount of gross income reported to AUL in writing by the Participating Unit for which premiums were paid and the coverage amount was approved in writing by AUL]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars before taxes, received from the Participating Unit, not to exceed a maximum workweek of [forty (40)] hours including Partnership earnings. Gross income is based on the amount as last reported to AUL in writing by the Participating Unit and approved in writing by AUL, for which premiums were paid and the coverage amount was approved in writing by AUL before the date of Disability. Earnings do not include income received from commissions, bonuses or expense accounts.

Partnership earnings will be the monthly average of the amount shown as "net earnings (loss) from self-employment" from Schedule K-1 of the partnership federal income tax return for the LESSER of:

- 1) the [three (3)] most recent years; or
- 2) the total number of months the Person was a partner, if the Person was not a partner for the entire [three (3)] years.

The reported earnings should be adjusted annually upon completion of the tax form, a copy of which should be submitted to AUL. AUL will use the earnings amount last reported and approved in writing by AUL before the Person's date of Disability.]

[BASIC MONTHLY EARNINGS means the Person's annual net profit in U.S. dollars averaged for the LESSER of:

- 1) the [three (3)] most recent years; or
- 2) the period that the Person has been a sole proprietor.

Earnings are based upon the number taken from Schedule C of Federal IRS Form 1040 for the monthly average of [three (3)] business years immediately prior to reporting. The reported earnings should be adjusted annually following completion of the appropriate tax form, a copy of which should be submitted to AUL. AUL will use the net profit amount last reported in writing, for which premiums were paid and the coverage amount was approved in writing by AUL before the Person's date of Disability.]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars before taxes, received from the Participating Unit, not to exceed a maximum workweek of forty (40) hours including Shareholder earnings. Gross monthly income is based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL, before the date of Disability. Earnings do not include income received from commissions, bonuses or expense accounts.

Shareholder earnings are determined from the Sub S Corporation's Federal IRS Form 1120S, or similar form acceptable to AUL, averaged for the LESSER of:

- 1) the [three (3)] most recent years; or
- 2) the period that the Person has been a shareholder.

The reported earnings should be adjusted annually upon completion of the appropriate tax form, a copy of which should be submitted to AUL. AUL will use the earnings amount last reported in writing, for which premiums were paid and the coverage amount was approved in writing by AUL before the Person's date of Disability.]

[BASIC MONTHLY EARNINGS means 1/12 of the Person's annual gross income in U.S. dollars, before taxes, received from the Participating Unit. This includes pre-taxed contributions to an employer sponsored defined contribution plan and cafeteria plans, if any. Gross annual income is based on the amount as last reported in writing to AUL by the Participating Unit, for which premiums were paid and the coverage amount was approved in writing by AUL before the date of Disability. Earnings do not include income received from expense accounts.

If the Person is paid his annual gross income in less than 12 months, the Basic Monthly Earnings shall equal 1/12 of the annual gross income.]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars, before taxes, received from the Participating Unit. Gross monthly income is based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved by AUL in writing, before the date of Disability. If Integration with Other Income Benefits is not elected in the Subscription Agreement, then earnings include only compensation lost due to Disability.

The earnings will be the monthly average of the earnings reported as Nonemployee compensation on Form 1099-MISC, or similar form acceptable to AUL, averaged for the LESSER of:

- 1) the most recent [two (2) years] [three (3) years]; or
- 2) the period that the Person has received Nonemployee compensation from the Participating Unit.

The reported earnings should be adjusted annually upon completion of the appropriate tax form and a copy should be submitted to AUL. AUL will use the earnings amount last reported in writing, for which premiums were paid, and the coverage amount was approved by AUL in writing before the Person's date of Disability.]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars before taxes, received from the Participating Unit. Gross monthly income is based on:

- 1) the monthly average of the Person's gross income on his last reported Federal IRS W-2 Form shown as wages, tips, and other compensation. Earnings include pre-tax contributions to an employer-sponsored defined contribution plan and a cafeteria plan, if any. If the Person has not worked long enough to receive a Federal IRS W-2 Form from the Participating Unit, gross monthly income will be the monthly average of the last amount of gross income reported to AUL in writing by the Participating Unit for which premiums were paid and the coverage amount was approved in writing by AUL; and
- 2) <u>shareholder earnings reported as ordinary income (loss) for trade or business activities on the Sub S Corporation's Federal IRS Tax Form Schedule K-1 1120S, or similar form acceptable to AUL, averaged for the LESSER of:</u>
 - a) the most recent [two (2) years] [three (3) years]; or
 - b) the period that the Person has been a shareholder.

The last reported earnings should be adjusted annually upon completion of the tax form, a copy of which should be submitted to AUL. AUL will use the earnings amount last reported in writing, for which premiums were paid, and the coverage amount was approved by AUL in writing before the Person's date of Disability.

Gross Income is based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved by AUL in writing before the date of Disability; If Integration with Other Income Benefits is not elected in the Subscription Agreement, then earnings include only compensation lost due to Disability.]

[BASIC MONTHLY EARNINGS means the Person's gross monthly income in U.S. dollars before taxes, received from the Participating Unit. Gross monthly income is based on:

- 1) the monthly average of the Person's gross income on his last reported Federal IRS W-2 Form shown as wages, tips, and other compensation. If the Person has not worked long enough to receive a Federal IRS W-2 Form from the Participating Unit, gross monthly income will be the monthly average of the last amount of gross income reported to AUL in writing by the Participating Unit for which premiums were paid and the coverage amount was approved in writing by AUL; and
- 2) <u>shareholder earnings reported as ordinary income (loss) for trade or business activities on the Sub S Corporation's Federal IRS Tax Form Schedule K-1 1120S, or similar form acceptable to AUL, averaged for the LESSER of:</u>
 - a) the most recent [two (2) years] [three (3) years]; or
 - b) the period that the Person has been a shareholder.

The last reported earnings should be adjusted annually upon completion of the tax form, a copy of which should be submitted to AUL. AUL will use the earnings amount last reported in writing, for which premiums were paid, and the coverage amount was approved by AUL in writing before the Person's date of Disability.

Gross Income is based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved by AUL in writing before the date of Disability; If Integration with Other Income Benefits is not elected in the Subscription Agreement, then earnings include only compensation lost due to Disability.]

<u>CHILD(REN)</u> means a minor related by blood, marriage or court order that can be claimed as a dependent for federal income tax purposes, such as:

- 1) natural born child(ren) of the Person;
- 2) <u>legally adopted child(ren) of the Person;</u>
- 3) stepchild(ren) who lives with the Person; and
- 4) <u>child(ren) for whom the Person has legal guardianship.</u>

CONSUMER PRICE INDEX (CPI) means the statistical measure of the average change in prices figured by the United States Dept. of Labor, Bureau of Labor Statistics. The percent change in the Consumer Price Index for all Urban Consumers (CPI-U); U.S. City Average for All Items, for the prior calendar year will be used in calculations. If the CPI is discontinued or if its method of computation is significantly changed, AUL may use another comparable index.

COSMETIC SURGERY means surgery that is performed to change the texture, shape or structure of any part of the human body for the purpose of creating a different visual appearance.

COVERAGE MONTH means that period of time beginning on the date shown in each Participating Unit's amendment, and ending on the day before that date of the next month.

COVERED MONTHLY EARNINGS means the amount of the Person's income in U.S. dollars, received from the Participating Unit, that is insured by the Group Policy. This amount will be the LESSER of:

- 1) the Basic Monthly Earnings; or
- 2) the Maximum Monthly Benefit divided by the benefit percentage shown on the Schedule of Benefits

CURRENT MONTHLY INCOME means the income a Person receives while Disabled, plus the income the Person could receive if he were working to his Maximum Capacity.

If a Person is employed in a second job, at the same time he is Actively At Work full-time for the Participating Unit, and becomes Disabled under the policy, the following will apply during the Elimination Period and while receiving Disability benefits under the policy:

- 1) any income received from the second job will be considered Current Monthly Income only to the extent that it exceeds the average monthly income received from that job during the six-month period immediately prior to becoming Disabled; and
- 2) if the Person has worked for the second employer less than [six] months, the income will be averaged for the total number of months he was employed.

If a Person receives Current Monthly Income in a Lump Sum, the Lump Sum Payment provision will apply.

DATE OF HIRE means the first day the Employee is Actively At Work in an eligible class for the Participating Unit as shown on the Schedule of Benefits.

[DISABILITY and DISABLED mean both [Total Disability and Totally Disabled and Partial Disability and Partially Disabled.] [DISABILITY and DISABLED mean both Total Disability and Totally Disabled.]

DUE DATE means the first day of the Coverage Month for which the premium is payable.

ELIGIBILITY DATE means the date that an Employee in an eligible class, as shown on the Schedule of Benefits, has satisfied his Waiting Period and AUL determines is eligible for Personal Insurance under the Group Policy.

ELIGIBLE SURVIVOR means:

- 1) the Person's legal spouse; or
- 2) the Person's unmarried Child(ren) under the age of [23], if the Child(ren):
 - a) can be claimed as a dependent on the Person's federal income tax return; or
 - b) is registered in and attending an accredited educational institution on a full-time basis as defined in the regulations of the institution and can be claimed as a dependent on the Person's federal income tax return. School vacation periods are considered a part of school attendance on a full-time basis

[ELIMINATION PERIOD means a period of consecutive days of Total Disability for which no benefit is payable. The Elimination Period begins on the first day of Total Disability and ends on the LATER of:

- 1) the day ending the period of consecutive days stated on the Schedule of Benefits; or
- 2) the day ending the period of time for which salary continuance and/or sick leave is received from the Participating Unit.]

[ELIMINATION PERIOD means a period of consecutive days of Total Disability for which no benefit is payable. The Elimination Period is set forth on the Schedule of Benefits and begins on the first day of Total Disability.]

[ELIMINATION PERIOD means a period of consecutive days of Total Disability for which no benefit is payable. The Elimination Period begins on the first day of Total Disability and ends on the LATER of:

- 1) the day ending the period of consecutive days stated in the Schedule of Benefits; or
- 2) the day ending the period of time for which salary continuance and/or sick leave is available from the Participating Unit.]

[EMPLOYEE means any individual who is a full-time employee (including owners, proprietors, partners, members, or corporate officers) of the Participating Unit [or any 1099-compensated Person with a current annual contract on file with the Participating Unit]:

- 1) whose employment with the Participating Unit constitutes his principal occupation;
- 2) who works at that occupation a minimum number of hours as stated by the Participating Unit in the Schedule of Benefits;
- 3) who is working at the Participating Unit's regular place of business which may include an alternative worksite if approved by the Participating Unit and AUL;
- 4) who is not a part-time, temporary, or seasonal employee;
- 5) who is authorized to work in the United States under applicable state and federal laws; or if approved by AUL:
 - a) who legally works and resides in Canada;
 - b) who legally works in the United States and resides in Canada; or
 - c) who legally works in Canada and resides in the United States.]

- h) disability benefits from the Veteran's Administration, or any other foreign or domestic governmental agency, that begins *after* a Person becomes Disabled. This includes the amount of any increase in a benefit that a Person was receiving prior to becoming Disabled if the increase is attributed to the same disability for which the Person is currently receiving a Monthly Benefit under the Group Policy; and
- i) any other similar act or law;
- 2) any disability income benefit for which the Person is eligible under any other employee welfare benefit plan, or arrangement of coverage [(excluding Salary Continuance)], whether insured or not, as a result of the Person's employment with the Participating Unit. However, when the Person's Basic Monthly Earnings exceed his Covered Monthly Earnings, the Monthly Benefit will not be reduced by such income unless when combined with the Other Income Benefits the total exceeds [80%] of Basic Monthly Earnings. If it does, the Monthly Benefit will be reduced by the amount that is in excess of [80%] of the Basic Monthly Earnings.
- 3) [retirement and/or disability income benefits paid under an Employer's Retirement Plan except for amounts attributable to a Person's contributions;
- 4) any disability income or retirement benefit that has been received or is eligible to be received from:
 - a) the Social Security Administration or any similar law, plan or act, including the initial enactment and all amendments:
 - b) the Canada Pension Plan;
 - c) the Quebec Pension Plan;
 - d) the Railroad Retirement Act; or
 - e) any other state, provincial or local government act or law or any other similar act or law provided in any jurisdiction; and
- 5) any Current Monthly Income [excluding [vacation pay][,] [paid time off pay][,] [and] [sick leave pay]. [However, income that the Person receives under a sick leave, paid time off or salary continuance program will not be considered Current Monthly Income, unless that income combined with a Person's Gross Monthly Benefit exceeds 100% of his Pre-Disability Earnings. In such event, any amount in excess of 100% of his Pre-Disability Earnings will be considered Current Monthly Income.]

The following items are NOT considered Other Income Benefits and will not be deducted from the Gross Monthly Benefit payable to the Person:

- 1) profit sharing plans;
- 2) thrift or savings plans;
- 3) Individual Retirement Accounts (IRA) or Roth IRAs funded wholly by a Person's contributions;
- 4) tax sheltered annuities (TSA);
- 5) stock ownership plans (ESOP);
- 6) nonqualified deferred compensation plans;
- 7) Keogh, 401(k) or 403(b) plans;
- 8) Veteran Administration Benefits except those benefits that are a result of the same Disability for which a Monthly Benefit is payable under the Group Policy;
- 9) credit disability insurance;
- 10) pension plans for partners;
- 11) individual disability policies paid for by the Person and not sponsored by the Participating Unit;
- 12) [Salary Continuance Plans;]
- 13) retirement plans from other employers[.][; and
- 14) no-fault automobile insurance plans[.][; and
- 15) [[vacation pay][,] [paid time off pay][,] [and] [sick leave pay].]

SECTION 4 - CHANGES IN INSURANCE

The effective date of any change for the Person is:

- 1) [the date the request for change is approved by AUL, if the approval date is the first day of a Coverage Month; or
- 2) the first day of the next Coverage Month, if the request for change is approved after the first day of a Coverage Month.]

If a Person is not Actively At Work on the effective date of change, the Person becomes eligible for the change on the first day that he returns to Active Work.

[If a Person elects not to apply for a change in Plan during a Scheduled Enrollment Period:

- 1) he will continue to be insured for the same Plan during the next Plan Year; and
- 2) no change can be made to the Plan until the next Scheduled Enrollment Period.]

[All salary changes must be submitted by the Participating Unit to AUL no later than [March 1] of each year. Any change in coverage made as a result of a salary change to a Person's Basic Monthly Earnings will be effective on [January 1] in the year it is received and approved by AUL, provided that the required premium is paid when due.]

GC 3200.11B

SECTION 9 - EXCLUSIONS

[When the Group Policy is replacing a Prior Plan of franchise short term disability coverage, the preceding Pre-Existing Condition Limitation provision will not apply to a Person:

- 1) who is listed on the prior carrier's last franchise short term disability coverage billing statement;
- 2) who elects coverage under the Participating Unit's Group Policy when he first becomes eligible for coverage; and
- 3) whose coverage under the Prior Plan of short term disability coverage terminated not more than [one (1) day] prior to the Person's Individual Effective Date of Insurance.]

PRE-EXISTING CONDITION EXCLUSION ON AN INCREASED MAXIMUM MONTHLY BENEFIT WHEN CHANGING CARRIERS: This section applies to an increase in the Maximum Monthly Benefit when:

- 1) coverage under the Group Policy replaces a Participating Unit's prior long or short term disability coverage;
- 2) coverage under the Group Policy has a Maximum Monthly Benefit that is [\$1,000] or more in excess of the Participating Unit's prior coverage; and
- 3) the Pre-Existing Condition limitation on the Participating Unit's prior coverage was for a period of time for [three (3)] months or less.

[Benefits will not be paid][A limited benefit will be paid] if the Person's Disability begins in the first [12] months following the effective date of the Person's coverage; and the Person's Disability is caused by, contributed to by, or the result of a condition, whether or not that condition is diagnosed at all or is misdiagnosed, for which[:][

- 1)]the Person received medical treatment, consultation, care or services, including diagnostic measures, or were prescribed drugs or medicines in the [12] months just prior to the Person's Individual Effective Date of Insurance[.][; or
- 2) the Person had symptoms for which an ordinarily prudent Person would have consulted a Physician in the [12] months just prior to the Person's Individual Effective Date of Insurance.]]

(Cont of Cov)

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number:

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved 10/27/2011

Comments: Attachment:

READCERT1.pdf

Item Status: Status

Date:

Satisfied - Item: Application Approved 10/27/2011

Comments: G-20355

DOI APPROVAL DATE: 10/09/2007

Item Status: Status

Date:

Satisfied - Item: Forms list Approved 10/27/2011

Comments: Attachment:

Vol Dis Filed Forms List 10-21-10 _Cert only_.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variables Approved 10/27/2011

Comments: Attachment:

Statement of Variables - AR Vol Dis Policy 09-12-11.pdf

Item Status: Status

Date:

Satisfied - Item: Response Letter Approved 10/27/2011

Comments:

Company Tracking Number: VOLDIS QUICK HITS

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: VolDis Quick Hits

Project Name/Number: /

Attachment:

Response Letter.pdf

CERTIFICATE OF READABILITY

State of Arkansas

I, Jay B. Williams, Vice President and Chief Compliance, an officer of the AMERICAN UNITED LIFE INSURANCE COMPANY®, hereby certify that the attached Group Disability Income Insurance forms have achieved a Flesch Reading Ease Score that complies with the requirements of the Arkansas's Statutes and Regulations.

AMERICAN UNITED LIFE INSURANCE COMPANY ®

Jay B. Williams

Vice President and Chief Compliance Officer

Day B. Williams

Date: 9/14/2011

POLICY G 3200A(T) AND CERTIFICATE GC 3200B(T) AND GC 3200BNN(T) GROUP VOLUNTARY DISABILITY INCOME INSURANCE

Certificate Forms					
GC 3200.3D	GC 3200.3C	SECTION 2 - DEFINITIONS			
GC 3200.4D- contains	GC 3200.4C	SECTION 2 - DEFINITIONS			
language formerly					
found on .3C					
GC 3200.4C/1	GC 3200.4B/1	SECTION 2 - DEFINITIONS			
GC 3200.7D	GC 3200.7C	SECTION 2 - DEFINITIONS			
GC 3200.11B	GC 3200.11A	SECTION 4 – CHANGES IN INSURANCE			
GC 3200.28B	GC 3200.28A	SECTION 9 - EXCLUSIONS			

STATEMENT OF POLICY VARIABLES VOLUNTARY DISABILITY FORMS 2010 SL & F DI UPDATE ARKANSAS

(see text in bold-faced type for pages and information included in filing)

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
G 3200A(T)	Title Page	Trustee Name	In event of a successor we can update contracts without refiling.
		Group Policy Number & Industry Type	Varies based on industry of issued group. Variables are: VD1A-Retail, VD1B-Manufacturing, VD1C-Wholesale, VD1D-Transportation, VD1E-Business and Professional Services, VD1F-Finance. System generated
		Policy Anniversary & Effective Dates, Annual Company Meeting	Self-explanatory variable fields for each insured person and/or group, as applicable. System generated. Last paragraph bracketed for ease in change if date of meeting should change.
		Names and Titles of AUL's Officers signing contract	Bracketed for ease in updating as need arises whenever there is a change in an officer or his title.
G 3200.1	Table of Contents	Table of Contents	Benefits may or may not appear on page depending employer selection; system generated fields. Also allows for insertion of new benefit options in the future w/o renumbering this page.
G 3200.2	Section 1 – Schedule of Benefits	Schedule of Benefits	Variations are indicated on the Schedule and self-explanatory.
G 3200.3C, G 3200.3B/1,	Section 2 - Definitions	Actively At Work - Second Paragraph	Bracketing indicates text that may or may not appear in cert. System generated.
G 3200.3B/2, G 3200.3C/3 G3200.3/4		Basic Monthly Earnings	Thirteen standard definitions offered (all versions shown in the policy; only selected version shown in cert; system generated per employer selection). Bracketing also provides
			for ease in modifying any of the standard definition according to employer requests & underwriting approval.
		Commission & Bonuses	These are averaged for 12, 24 or 36 months, varying by employer selection; system generated field.

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
G 3200.4E	Section 2 - Definitions	Current Monthly Income	Bracketing provides for ease in modifying standard definition per employer requests with underwriting approval.
G 3200.4/1A	Section 2 - Definitions	Eligible Survivor Age	Age 23 is standard; age may vary according to a state requirement and is system generated based on state of issue. [Range: age 19 – age 26]
		Elimination Period	Definition changes depending of employer's section; system generated field.
		Employee	Bracketed for ease in making frequent employer-requested changes with underwriting approval & eliminates the need for so many one-case filings.
G 3200.5C	Section 2 - Definitions	Employer's Retirement Plan – Second Paragraph, Items 1) thru 8)	Bracketed for ease in making employer-requested changes with underwriting approval & eliminates the need for so many one-case filings.
		Indexed Pre-disability Earnings (Dates)	Although not changed since contract inception, company procedure has been to bracket all dates & numeric references incase the standard is ever changed
		Gainful Occupation	Three definitions offered according to employer requests and underwriting approval.
G 3200.6C	Section 2 - Definitions	Material and Substantial Duties Maximum Capacity	Hours per week may be modified per underwriting approval. Two variations depending on Regular occupation period in the employers plan.
G 3200.7D	Section 2- Definitions	Other Income Benefits	Bracketed for ease in making employer-requested changes with underwriting approval & eliminates the need for so many one-case filings.
G 3200.7D/1	Section 2- Definitions	Other Income Benefits	Bracketed for ease in making employer-requested changes with underwriting approval & eliminates the need for so many one-case filings.
G 3200.8C	Section 2 - Definitions	Partial Disability and Partially Disabled	Percentage is standard and is bracketed to follow bracketing procedures for numeric fields and/ or allow for company procedural or state required changes.
			Provision bracketed to allow Item 2 to move in or out depending on occupation definition: a) regular occupation for duration; or b) choice of fixed number of yrs of regular occ &, any <u>any</u> occupation thereafter, depending on employer selection; system generated.

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
G 3200.8/1B	Section 2 - Definitions	Pre-existing Condition	Various durations offered (see SOB page) as allowed by state law and plan design; system generated field.
G 3200.9B	Section 2 - Definitions	Regular Attendance	Bracketed for ease in making employer-requested changes with underwriting approval & eliminates the need for so many one-case filings.
		Regular Occupation	Same as stated above.
		Salary Continuance	Same as stated above.
		Total Disability and Totally Disabled	Bracketed items within provision based on duration according to plan design. One or the other prints depending on selection of regular occ for duration or regular occ for selected duration period, then any occ (items 1& 2 print for later design); system generated fields.
G 3200.10C	Section 3 – Eligibility, Enrollment & Individual Effective Date	Initial & New Employee	Bracketed for ease in making frequent employer-requested changes to definitions with underwriting approval; eliminates the need for so many one-case filings.
		Eligibility Date For New	Several choices offered (as shown) programmed to print
		Employees	employer selection/plan design; system generated.
		Initial Enrollment Period –	Date of the enrollment period varies according to employer's
		New Employee	enrollment period/plan design. Field is system generated.
G 3200.10C/1	Section 3 – Eligibility, Enrollment & Individual Effective Date	Scheduled Enrollment Period	Bracketed for ease in making employer-requested changes with underwriting approval & eliminates the need for so many one-case filings.
		Delayed Enrollment Period	Bracketed for ease in making employer-requested changes with underwriting approval & eliminates the need for so many one-case filings.
G 3200.10C/2	Section 3 – Eligibility, Enrollment & Individual Effective Date	Individual Effective Date of Insurance	New employee bracketed throughout. Several effective date choices offered (as shown). Correct paragraph prints according to employer selection & plan design. Only one of the bracketed selections print; system generated
G 3200.10C/3	Section 3 – Eligibility, Enrollment & Individual Effective Date	Individual Effective Date of Insurance	New employee bracketed throughout. Several effective date choices offered (as shown). Correct paragraph prints according to employer selection & plan design. Only one of the bracketed selections print; system generated
G 3200.11B	Section 4 – Changes in Insurance	All	Brackets in first paragraph are for ease in making employer-requested changes with underwriting approval & eliminates the need for so many one-case filings.
			Bracketed language in last paragraph is standard procedure – bracketed in case a change in theses procedures would

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
G 3200.12D	Section 5 – Terminations	Individual Termination	Item 6 c,d & 7 may or may not print, depending on employer- elected benefits & plan design (continued coverage during FMLA, leave of absence or layoff); system generated.
		Termination of a Participating Unit	Item 6 and 7- The 31-day notice is standard and bracketed to allow changes per state specific variables as required by laws & employer requests for longer periods; system generated field. [Range is 15 days - 90 days]
G 3200.13D	Section 5 - Terminations	Termination of the Policy	31-day advance notice is standard and bracketed to allow changes per state specific variations required by law & employer requests for longer periods. [Range is 15 days - 90 days]
		Extended Benefits	Percentage is standard and is bracketed to follow bracketing procedures for numeric fields and/ or allow for company procedural or state required changes.
		Item 9)	6 months and 12 months bracketed to allow for shorter or longer periods with underwriting approval [Range is 3-12 months and 6-24 months]
G 3200.13-1	Section 5A – Individual Reinstatement	First Paragraph	31 days is standard language, bracketed to allow for ease of employer-requested change, without need for single-case filings.
		Second Paragraph - Item 1	Item 1) reinstatement period variable according to employer election (30 day standard option; 60 & 90 day discretionary options). Item 1a) choice of effective date per employer election & plan design. Item 1c) variable paragraphs print according to plan design (based on length of elim period). All variables system generated fields.
		Fourth paragraph - Item 3	3 a) choice of effective date per employer selection & plan design; system generated field.
G 3200.13-1/1A	Section 5A – Individual Reinstatement	Item 5	Bracketed text to allow ease of employer – requested plan design without need for single case filing.
G 3200.13-2A	Section 5B – Continuation of Personal Insurance	Under Family and Medical leave Act	Bracketed text to allow ease of employer –plan design eliminating need for single case filing.
G 3200.13-3	Section 5B – Continuation of Personal Insurance	During a Leave of Absence	Bracketed text to allow ease of employer –plan design eliminating need for single case filing.
G 3200.13-4	Section 5B – Continuation of Personal Insurance	During Leave of Absence for Active Military Service	Bracketed text to allow ease of employer –plan design eliminating need for single case filing.

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
G 3200.14D	Section 6 – Premium Payment	Premium Payments – 2 nd paragraph	Paragraph is standard & only bracketed for ease in change due to state law requirements and/or company procedural changes.
		Premium Rates – 5 th paragraph	Item 1 – Standard is two years, but one, two or three years may be negotiated by underwriter and employer. Field is system generated. [Range: 1 year – 3 years].
			31-day advance notice of rate change is standard, but varies according to various state laws & employer -negotiated longer periods of time with approval from underwriter; system generated by state of issue. [Range is 31 days - 100 days
			Item 3 - Percentage is standard & bracketed for ease in change due to state law requirements and/or company procedural changes
		Waiver of Premium	Bracketed text to allow ease of employer –plan design eliminating need for single case filing
G 3200.15B	Section 7 – General Policy Provisions	Discretionary Authority	Bracketed for ease in making employer-requested changes with underwriting approval & state required variations, eliminating need for so many one-case filings.
G 3200.16B	Section 7 – General Policy Provisions	Grace Period	31 days is standard minimum & bracketed in case state specific variations are required. <i>Range: 31–90 days]</i>
		Rehabilitation (voluntary)	Paragraph doesn't print if Mandatory Rehab Benefit is part of plan design; system generated.
G 3200.16/1	Section 7 – General Policy Provisions	Time Limit On Certain Defenses	2 years is the standard minimum bracketed for ease in creating changes due to state specific variations and/or company procedural changes. [Range: 2 – 4 years
G 3200.17C	Section 7A - Claim Procedures	Claim Forms For Proof of Loss	Items 1-6 of 2 nd paragraph – These are standard minimum required items & bracketed to allow for state variations and/or company procedural changes.
			2 nd paragraph – Standard 90-day return of proof to AUL bracketed to allow for state specific variations required by law. [Range 60 –180 days]
		Legal Action	Items 1 & 2 - 60 days are bracketed to allow for sate variations; fields are system generated. [Range 60-90 days]
		Payment of Claims – (facility of claims amount)	Bracketed to allow state specific variations required by law. [Range \$750 - \$5,000]
G 3200.17/1	Section 7A – Claim Procedures	Right To Appeal	Provision bracketed to allow state variations as necessary, per state law.

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
		Arbitration	Provision filed as mandatory/non-binding & bracketed to allow state variations as necessary, per state law.
G 3200.18B	Section 7A Claim Procedures	Right of Recovery	Provision bracketed to allow state variations per state law.
		Subrogation Rights	Provision bracketed to allow state variations per state law.
G 3200.19B	Section 8 - Insuring Provisions	Monthly Benefit Payment	Variable depending on employer-elected benefit (flat benefit) and plan design; system generated.
		Reductions to Monthly Benefit	Indicates variable depending on employer-elected integration
		Monthly Benefits	Method of Direct, All Sources & Backdoor. Either variation available.
G 3200. 19-1A	Section 8- Insuring Provisions	Monthly Benefit Payment	Variable depending on employer-elected benefit (residual benefit) and plan design; system generated.
G 3200.20A	Section 8- Insuring Provisions	Social Security Incentive	Variable depending on employer-elected benefit (residual benefit) and plan design; system generated.
G 3200.22D	Section 8 - Insuring Provisions	Termination of the Monthly Benefit Item 9)	Item 1) percentage is standard but bracketed for ease in making state required variations and/or company procedural changes. 6 months and 12 months bracketed to allow for shorter or longer periods with underwriting approval [Range is 3-12 months and 6-24 months]
		Accumulation of Elimination Period	There are two bracketed paragraphs; only one will be selected dependant on employer-elected benefit (residual) & plan design. The numbers of days in Items 1-4 of either paragraph are standard, based on duration of elimination periods and plan design and are bracketed per company bracketing procedures for numeric fields and/or to allow company procedural or state required changes.
G 3200.23B	Section 8 – Insuring Provisions	Recurrent Disability	Bracketed items in all paragraphs are variable dependant on plan design; fields are system generated.
G 3200.24D	Section 8 - Insuring Provision	Return To Work Benefit	Item 1 – either 12 or 24 months will be printed, dependant on employer-selection and/or plan design; system generated.
		Partial Disability Benefit	Two variations for benefit calculation
		Item 7	6 months and 12 months bracketed to allow for shorter or longer periods with underwriting approval [Range is 3-12 months and 6-24 months]

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
G 3200.24D/1	Section 8 – Insuring Provision	First Paragraph	Dates bracketed in next to last paragraph on page are standard and bracketed per company bracketing procedures for numeric fields and/or to allow employer requested, state required or company procedural changes.
		Presumptive Disability	Percentage is standard and is bracketed to follow bracketing procedures for numeric fields and/ or allow for company procedural or state required changes.
G 3200.24D-1	Section 8 – Insuring Provisions	Partial Disability Benefit 1st Paragraph	Duration bracketed to allow for company procedural change.
		Partial Disability Benefit	Two variations for benefit calculation
		Item 8)	6 months and 12 months bracketed to allow for shorter or longer periods with underwriting approval [Range is 3-12 months and 6-24 months]
		Presumptive Disability	Percentage is standard and is bracketed to follow bracketing procedures for numeric fields and/ or allow for company procedural or state required changes.
G 3200.24D-2	Section 8 – Insuring Provisions	Partial Disability Benefit 1st Paragraph	Duration bracketed to allow for company procedural change. Two variations for benefit calculation
		Partial Disability Benefit	
		Item 8)	6 months and 12 months bracketed to allow for shorter or longer periods with underwriting approval [Range is 3-12 months and 6-24 months]
		Presumptive Disability	Percentage is standard and is bracketed to follow bracketing procedures for numeric fields and/ or allow for company procedural or state required changes.
G 3200.25B	Section 8 – Insuring	Schedule of Monthly Benefit	Months indicated in Number of Monthly Benefit Payments are
	Provisions	Payments	bracketed to adhere to bracketing procedures for numeric fields and/or allow for company procedural or state required changes. This field has not been changed since product inception.
G 3200.26A	Section 8 – Insuring Provisions	Survivor Benefit	Item 1 - bracketed info varies depending on employer-selection and plan design; system generated field.

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
		One Year Survivor Income Benefit	All bracketed info varies depending on employer-selection and plan design; all fields system generated.
G 3200.26/1A	Section 8 – Insuring Provisions	Two Year Survivor Income Benefit	All bracketed info varies depending on employer-selection and plan design; all fields system generated.
G 3200.27B G 3200.28B	Section 9 - Exclusions	Pre-existing Exclusions	Bracketed numeric in adherence to bracketing procedures for numeric fields and/or to allow for company procedural or state required changes. Alternate variations in text to allow preexisting limited benefit or exclusion depending on employer-selection and plan design. First bracketed section on G 3200.28B will only be included if replacing a "franchise type" plan
G 3200. 29B	Section 10- Drug and Alcohol Abuse Limitation	First and second paragraph	Indicates Employer options of 12 or 24-month benefit coverage; 24 mo is our standard option. Cumulative sentence can be removed with underwriting approval.
G 3200.29-2	Section 10B- Special Conditions Limitation	First and second paragraph	Indicates Employer options of 12 or 24-month benefit coverage; 24 mo is our standard option.
G 3200.30B	Section 11-Mental Illness Limitation	First and second paragraph	Indicates Employer options of 12 or 24-month benefit coverage; 24 mo is our standard option. Cumulative sentence can be removed with underwriting approval.
G 3200.31B(04)	Section 12 – Continuity Of Coverage	All references	Bracketed time period and percentage are standard and bracketed per company bracketing procedures for numeric fields and/or to allow company procedural changes.
G 3200. 31/1	Section 12 Continuity of Coverage	Third Paragraph	Bracketed data is standard and only bracketed in adherence to bracketing procedures for numeric fields and/or to allow for company procedural or state required changes. Entire paragraph can be deleted dependant on employer plan design.
G 3200.32B	Section 13 – Portability Privilege	1 st paragraph, 2 nd paragraph – Items 1 & 2, last paragraph-Items 3, 8.	Bracketed data is standard and only bracketed in adherence to bracketing procedures for numeric fields and/or to allow for company procedural or state required changes. This field has not been changed since product inception.
		Item 9	6 months and 12 months bracketed to allow for shorter or longer periods with underwriting approval [Range is 3-12 months and 6-24 months]

PAGE NO. (Right corner of form)	SECTION TITLE	PROVISION/ DESCRIPTION	BRACKET EXPLANATION/VARIABLES
G 3200.33	Section 14 – Cost of Living Adjustment Benefit	1 st 2 nd and 3 rd paragraph	Bracketed dates are standard and bracketed per company bracketing procedures for numeric fields and/or to allow employer requested, state required or company procedural changes.
G 3200. 35A	Workplace Modification Benefit	3 rd paragraph item 1) and 2) last sentence	Bracketed dates are standard and bracketed per company bracketing procedures for numeric fields and/or to allow employer requested, state required or company procedural changes.
G 3200.36A	Section 17 – Family Care Benefit	Family Care Benefit (3 RD paragraph)	Benefit amounts are standard and bracketed per company bracketing procedures for numeric fields and/or to allow employer requested modification. Length of benefit varies between 12 or 24 months per employer-selected benefit and plan design. Reduction of Family Care from Income can be deleted Item 1) percentage is standard & bracketed per company bracketing procedures for numeric fields. Initial bracketed Item 2) varies (2 yr standard) & matches employer selection of partial disability option; discretionary options of 2 & 5 years; system generated. Last sentence varies per plan design, with gross monthly benefit the standard; system generated.
		Termination	Item 3) percentage is standard and bracketed per company bracketing procedures for numeric fields.

Ms. Donna Lambert
Department of Insurance
State of Arkansas
1200 West Third Street
Little Rock, AR 72201-1904

Re: American United Life Insurance Company - NAIC #60895

Group Voluntary Disability Income Insurance

Enhancement Filing for Certificate Forms GC 3200B(T)(04) & GC 3200BNN(T)(04)

SERFF Tracking Number: AULD-126920674

Arkansas Tracking Number: 49801

Dear Ms. Lambert:

We are in receipt of your Objection Letter dated 9/29/2011 in connection with the above-captioned filing.

Please be assured that AUL will not market this product to an association, including a labor union, unless the requirements of 23-86-106(2) are met. We understand that each association, including a labor union, would have to be filed with and approved by the Department before this policy could be issued to said association.

In response to Objection 1 in your 9/29 Objection Letter, we respectfully ask that the Department reconsider its request to revise our contract to comply with ACA 23-86-108(4) regarding dependent coverage for dependents incapacitated by means of mental retardation or physical disability. The Department requests that we revise our Eligible Survivor definition regarding dependent coverage. Section 23-86-108(4) states, "In any contract that contains a provision whereby coverage of a dependent terminates at a specified age.." Our disability income insurance contract does not provide coverage for dependents, it only provides coverage for the Employee. The definition of Eligible Survivor in our disability income insurance contract relates only to an optional additional benefit, payable to the eligible survivor in the event of the death of a covered Employee. Given the purpose of the optional additional benefit and the fact that dependents are not covered under our disability income contract, we believe that the above referenced definition may remain as it appears in our form submission.

I trust this satisfies your concerns regarding this filing and look forward to your approval.

If you have any further questions, please feel free to call me at 1-877-285-7660, ext. 1943 or e-mail me at <u>productcompliance.corporatecompliance@oneamerica.com</u>. Thank you for your assistance with this filing.

Sincerely,

Catherine S. Strong Sr. Contract Analyst

Catherie S. Story

Corporate Contracts and Compliance